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Collective Bargaining Agreements

5-20-1940

American Stores Company and Retail Clerks International Protective Association, Local 1436, AFL (1940)

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American Stores Company and Retail Clerks International Protective Association, Local 1436, AFL (1940)

Location

Harrisburg, PA

Effective Date

5-20-1940

Expiration Date

5-20-1943

Number of Workers

160

Employer

American Stores Company

Union

Retail Clerks International Protective Association

Union Local

1436

NAICS

44

Sector

Private

Item ID

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Keywords

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Comments

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AGREEMENT

Agreement by and between THE AMERICAN STORES COMPANY of York, Pa. and Local #1436 of the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, affiliated with the American Federation of Labor, wherein both parties agree in good faith to abide by the provisions herein set forth for a period of two years from date, and thereafter so long as its terms and conditions may continue to be mutually acceptable.

SECTION 1. Both parties to this understanding recognize and subscribe to the principle that the interests of the consuming public are superior to those of either party, and that neither party can prosper save as it shall merit the confidence and goodwill of consumers by the excellence and dependability of the service jointly furnished in the preparation of distribution of foodstuffs.

It is further recognized by both parties that the principle of collective bargaining can be made to function helpfully only if problems of mutual concern shall be considered in a spirit of good faith and tolerant understanding of all of the factors involved. It is in this spirit that this understanding is entered into by both parties.

SECTION 2. Employer recognizes Union as sole bargaining representative of all grocery store employees, except managers of Self-Service Markets with the four-total register check out system, in its stores in York, and Columbia, Pennsylvania, such employees to be in good standing in the Union during the period of employment.

SECTION 3. New employees may be secured from any source the Employer desires, former employees of the Company with satisfactory records being considered first. Such new employees shall apply for membership in the Union not later than two (2) weeks from date of their employment.

SECTION 4. There shall be no discrimination against any employee because of membership in Local #1436, it being agreed that Union duties and activities will not be carried on during hours of store employment. This shall not prevent Union officials entering the stores to satisfy themselves that this Agreement is being observed.

SECTION 5. The Company will meet the Grievance Committee, or any authorized officials of the Local, at any reasonable time to discuss grievances of employees with intention of adjusting same, except that judgment as to ability and capability of the employee shall remain the sole prerogative of the Employer.

The Local agrees to cooperate with the Company to endeavor to correct inefficiencies of members which might otherwise necessitate disciplinary action or dismissal from the service.

SECTION 6. Should it be found impossible to arrive at a mutually satisfactory adjustment of any grievance, it will then be turned over to a Board of Arbitration, consisting of one (1) member to be selected by the Company, one (1) member by the Local, the two then to select a third who shall act as chairman.

A Board of Arbitration in such cases shall be appointed within two (2) weeks after the grievance is first discussed, and the decision of the Board shall be given within fourteen (14) days after its appointment, its decision to be final and binding upon both parties.

In like manner, and subject to the same terms and conditions, the Company shall have equal right to have its grievances submitted to a Board of Arbitration.

SECTION 7. In any case of discharge or lay-off in which the employee is found by the Board of Arbitration to have been unjustly removed from his position, he shall be returned to his former position, or its equivalent, with full pay for time lost.

SECTION 8. Any member of the Local being elected to permanent office, or as a delegate to any Union activity necessitating temporary leave of absence, shall be granted such leave of absence, and shall at the end of the term in the first instance, or at the end of his mission in the second instance, be guaranteed re-employment at his former wage rate, without loss of seniority, plus any increase, or less any reduction, that may have become effective during his absence.

SECTION 9. In matters of promotion, demotion, or transfer from one type of work to another, or from one location to another, the Company reserves the right to exercise its own judgment respecting the ability of employees so concerned to perform the duties assigned them; seniority to prevail with ability and practicability to be considered.

SECTION 10. Recognizing the complete dependence of the general public on uninterrupted sources of food supply, and acknowledging the special responsibility of the parties to this Agreement to maintain such sources of supply for the common good----

It is mutually agreed that there shall be no strikes, nor lockouts, during the existence of this Agreement. The Union agrees that during such time it will not order, but will use every effort to prevent cessation of work by any of its members employed by the Employer, for any reason, but especially for the following reasons: a) Union jurisdictional disputes, b) sympathetic strikes.

SECTION 11. The Company shall have the right to discharge any employee who is a member of the Union, for good and sufficient cause, provided, however, that no member of the Union shall be discharged or discriminated against because of membership in the Union, or legitimate Union activities.

SECTION 12. The parties hereto recognize the circumstance that the number of employees required by the Company to transact its business is, and will be, subject to fluctuations: nothing in this contract contained shall affect the right of the Company to increase, or to reduce, the number of employees hired by it and, at its discretion, the Company may make such layoffs or ~~operations~~ from its service as it may find necessary for the operation thereof.

SECTION 13. a) All work performed on Sundays and the following legal holidays shall be compensated at the rate of double time, i.e., straight time plus straight time: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, except as follows:

b) The Union agrees that its members shall cooperate with the Company in the taking of stock four (4) times each year without extra wage compensation.

c) Straight time shall be paid to the employees if there is no work to be performed on said holidays, provided the employee works the day before, and the day after, each such holiday, Sundays excepted.

d) Part-time employees who may be assigned to work will be guaranteed a half-day's wages.

SECTION 14. To prevent any misunderstanding, confusion of purpose, or conflict of authority in the conduct of the business of the Company, the following statement of fact is jointly accepted and agreed to by both parties to this Agreement:

In all matters having to do with the management of the business of the Company, and all policies, authority and responsibility for the conduct of same shall repose exclusively in the Management of the Company, and in no instance shall the Local or its representatives interfere with the exercise of such authority and responsibility. Nothing herein shall deny the Union's rights under SECTION 5 of this Agreement.

SECTION 15. A vacation of one week with pay will be granted to all full time employees with one year's continuous service next preceding the regular annual vacation period.

SECTION 16. a) Fifty-four (54) hours shall constitute the weekly basis, with one (1) hour off for luncheon each day, and one hour for supper on Saturdays. Also, one full half-day off each week. Employees shall report for work fifteen (15) minutes before opening time, and remain thirty minutes to clean up after closing time, Monday to Friday, and one hour on Saturdays.

b) Employees will be allowed two (2) nights off, inclusive of Wednesday afternoon closing, during the first four days of each week subject to the provisions of Section 16-a) in the contract. In holiday weeks provided in Section #13-a) Wednesday afternoon closing of stores will not apply.

c) An increase of One Dollar (\$1.00) per week, above present wages, shall be granted all full time grocery employees now in service for the first year of this contract, and a like additional increase of One Dollar (\$1.00) per week, under the same conditions, to be effective throughout the second year of the contract. (The foregoing shall not include Mr. Eppley.)

d) The rate for extra men shall be 31¢ per hour.

e) The minimum wage for grocery clerks shall be \$16.00 per week, with \$15.00 per week for new employees during their first six months service with the Company. It is further agreed that there shall be no reduction in wages or wage scales during the life of this Agreement, except for permanent demotions or permanent transfers to lower paid work.

SECTION 17. In all lay-offs and re-hiring, the ordinary rules of seniority shall be applied, taking into account, also, the ordinary rules of fitness for the work involved, and the practicability of applying the rules of seniority in the particular case.

SECTION 18. The Employer will furnish and launder such store linen as it desires worn by employees. Since this item of expense is intended to make the Company's service more attractive to customers, members agree to cooperate by presenting a neat, clean, businesslike appearance on duty in the store.

SECTION 19. This Agreement shall continue in effect from May 20, 1940 to May 20, 1942, and shall thereafter continue from year to year unless either party serves notice, in writing, on or before April 20, 1942 of any year thereafter of a desire for termination of, or for changes in, the Agreement. In the event either party serves such notice in respect of changes in the Agreement, it is mutually agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes, and that, pending the result of such negotiations, neither party shall change the conditions existing under this contract.

SIGNED This 20th day of May 1940, by the duly authorized representatives of the parties hereto.

FOR THE COMPANY:

Fred W. Johnson

Fred J. Heaney

FOR THE UNION:

R. M. Coulter
General Organizer
R.C.I.P.A.

10-4

York

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

June 25, 1942

Mr. Raymond Kline, Sec. Loc. 1436
Retail Clerks' Int'l Protective Ass'n
10 S. Market Square
Harrisburg, Pennsylvania

CONFIDENTIAL

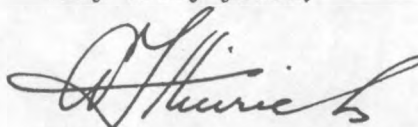
Dear Sir:

We have in our files a copy of your agreement with The American Stores Co., which expired 5-20-42.

In order to keep our files of union agreements up to date, we should be grateful if you could conveniently send us a copy of your agreement which is now in effect, together with any supplemental wage rates that have been negotiated. We shall be glad to make a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general analysis in such a way as not to reveal the name of either party to the agreement.

We shall greatly appreciate your cooperation. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let us know.

Very truly yours,



A. F. Hinrichs

Acting Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

American Stores Co.

(If more than one employer, please list on reverse side)

Number of companies covered by agreement

1 York & Columbia Penna.

Number of union members working under terms of agreement

160

Number of non-members working under terms of agreement

none

Branches of trade covered

Retail Clerks

Date of expiration

May 20 1943

Please check here if you wish the agreement --

Returned

yes

Kept confidential

yes

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.

(over)

Please return this agreement to
Mr. Paul C. Lutz.
Business Agent.
732 W. Poplar St.
York Penna.